



**CONSULTING AND TECHNICAL SERVICES (CATS)  
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**DOCUMENT SCANNING FOR DHCD MULTIFAMILY  
PROGRAMS**

**CATS TORFP PROJECT S00P7200357**

**MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

**SMALL BUSINESS RESERVE PROCUREMENT**

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§ 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

**ISSUE DATE: 12/4/2006**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

<b>TORFP Title:</b>	Document Scanning for DHCD Multifamily Programs
<b>Functional Area:</b>	FA3 – Electronic Document Management
<b>TORFP Issue Date:</b>	12/4/2006
<b>Closing Date and Time:</b>	01/ 09/ 2007 at 2:00 PM
<b>TORFP Issuing Agency:</b>	Maryland Department of Housing and Community Development (DHCD)
<b>Send Questions and Proposals to:</b>	Eleanor Kennedy, Procurement Officer kennedy@mdhousing.org
<b>TO Procurement Officer:</b>	Eleanor Kennedy, Procurement Officer kennedy@mdhousing.org Office Phone Number: 410-514-7112 Office FAX Number: 410-987-4676
<b>TO Manager:</b>	Rob Dean, Deputy Director, DHCD Information Technology deanR@mdhousingorg Office Phone Number: 410- 514-7445 Office FAX Number: 410-514-7099
<b>TO Project Number:</b>	ADPICS Purchase Order Number S00P7200357
<b>TO Type:</b>	Fixed price
<b>Period of Performance:</b>	Approximately Three – Six months
<b>MBE Goal:</b>	No
<b>Small Business Reserve (SBR):</b>	Yes
<b>Primary Place of Performance:</b>	Contractor's Place of Business, OR  Department of Housing and Community Development 100 Community Place

	Crownsville, MD 21032
<b>TO Pre-proposal Conference:</b>	Department of Housing and Community Development 100 Community Place Crownsville, MD 21032 12/ 14/ 206 at 10:30 AM See Attachment 6 for directions.

\*Use full agency acronym, division/modal, office, program as appropriate.

## **SECTION 1 - ADMINISTRATIVE INFORMATION**

### **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.7 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

### **1.2 TO AGREEMENT**

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

### **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the Maryland Department of Housing and Community Development's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # S00P7200357. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # S00P7200357 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # S00P7200357 Financial". The proposal document that must be submitted with a signature, Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

### **1.4 SMALL BUSINESS RESERVE PROGRAM**

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§ 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract. Registration is a self-certification process at <https://www.smallbusinessreserve.maryland.gov/registration>

### **1.5 eMARYLANDMARKETPLACE FEE**

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

## **1.6 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

## **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at 100 Community Place, Crownsville, MD 21032. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 9.

## **1.8 LIMITATION OF LIABILITY**

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability ceiling is hereby reduced as follows: Contractor's liability per claim under this TORFP shall not exceed the total TO Agreement amount established for each respective assessment

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE AND BACKGROUND

#### 2.1.1 PURPOSE

The Maryland Department of Housing and Community Development (DHCD) is issuing this CATS TORFP to invite prospective Task Order (TO) Contractors to submit proposals regarding scanning services.

The TO Contractor shall provide scanning services that will produce electronic documents from selected hardcopy material.

#### 2.1.2 REQUESTING AGENCY BACKGROUND

DHCD is a cabinet-level State agency committed to expanding homeownership and strengthening communities. DHCD's programs focus on increasing affordable work-force housing and revitalizing neighborhoods.

#### 2.1.3 PROJECT BACKGROUND

Many of DHCD's Multifamily Programs' records exist only in hardcopy format. With the development of a comprehensive Multifamily Information System, which includes a DocuShare document management system, DHCD has determined to make documents available electronically by scanning hardcopy material into electronic files and importing them into the existing DocuShare document management system. The TO Contractor will work with DHCD staff to provide the scanning services, which shall include document preparation, document scanning, conversion, and document reassembly.

**Multifamily Project Portfolio.** The multifamily project portfolio documents are contained within numerous file cabinets and storage boxes, including:

- seventy five (75) file boxes
- eight (8) four-drawer file cabinets
- four (4) five-drawer file cabinets
- forty (40) five-drawer lateral file cabinet

**Document Types.** Each multifamily project portfolio is comprised of approximately 134 document types. These document types are categorized and maintained within 48 subdivisions within a filing portfolio. Some filing portfolios may not contain all 134 types of files, although some filing portfolios may contain multiple versions of a single file type.

**DHCD Reference Databases.** Two reference databases, developed and maintained by DHCD, are available to the TO Contractor for identification of the scanned documents and placement in the appropriate DocuShare collection. These reference databases will also provide metadata for each electronic document, as the document is placed into the DocuShare system.

### 2.2 PROJECT APPROACH/ TECHNICAL REQUIREMENTS

The project is comprised of 7 phases; each phase consists of a group of multifamily project portfolio files (see Section 2.2.2 below). For each of the seven project phases, the TO Contractor shall:

1. Obtain hardcopy file material (multifamily project portfolio) from DHCD.

2. Prepare the file for scanning, which includes but is not limited to organizing documents, taking out staples and removing paper clips or other fasteners, and mending torn documents.
3. Create electronic image files from the prepared documents through scanning. The electronic image files may be TIFF (Tagged Image File Format) files or some other suitable digital file format. The hardcopy files shall be scanned at a resolution of 300 dots per inch (dpi), as black and white images. The scanning process includes verification and quality control to address blank pages, skewed images, and other scanning anomalies.
4. Convert the electronic image files into text searchable Adobe PDF (Portable Document Format) files.
5. Ensure the electronic documents meet the following quality criteria:
  - The number of electronic documents matches the number of hardcopy documents, as contained in the original hardcopy portfolio for each project, and as counted by DHCD prior to document processing.
  - Randomly chosen documents within a project portfolio match the number of pages, as contained in the original hardcopy document, and as counted by DHCD prior to document processing.
  - The electronic files are text searchable PDF files, with text under images, and the PDF files are compatible with Adobe Acrobat Reader version 6.
6. Name the individual PDF files using the project IDs on the portfolios as references.  
  
The file name will be a concatenation of project ID, document ID, and a serialization number. For example, document type 3 for project 0075 will be named 0075\_003\_00.PDF. A second document type 3 for project 0075 would then be named 0075\_003\_01.PDF.
7. Deliver all electronic files belonging to an individual project portfolio together as a group to DHCD for validation by DHCD prior to reassembling the hardcopy file material.
8. Reassemble the hardcopy file material, which includes the reverse of preparing the file for scanning; i.e., returning the documents to their original binders and folders and putting back in place any staples, paper clips or other fasteners that bound the pages prior to scanning.
9. Ensure that DHCD continues to have access to any of the original hardcopy material, whether onsite or offsite, during document processing. If offsite, the original hardcopy material shall remain in the greater Baltimore/Washington metropolitan area, and, as required by DHCD, be accessible within 4 hours from the Contractor's offsite location by the DHCD TO Manager or designee.

For each of the seven project phases, DHCD shall:

1. Count and record the number of documents within each hardcopy file portfolio before providing it to the TO Contractor.
2. Provide, but not transport, the hardcopy file material to the TO Contractor.
3. Provide reference material in hardcopy or database to assist the TO Contractor in identifying document IDs in the subtitles and subsections within a project portfolio for the purpose of naming individual PDF files. For assistance identifying documents see Exhibit I, Conveyor Utility.
4. Review up to ten percent of the electronic documents scanned and converted into PDF files by the TO Contractor to validate the document count, the page count for selected documents within the project



portfolio, and adherence to the prescribed file format and naming conventions for validation of document counts and page counts.

5. Post the scanned PDF files created by the TO Contractor into DHCD's DocuShare document management system.

### **2.2.1 DELIVERABLES**

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 7). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 8). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

## 2.2.2 DELIVERABLE/ DELIVERY SCHEDULE

<b>ID</b>	<b>Deliverables</b>	<b>Expected Completion</b>
<b>2.2.1</b>	<b><i>Phase I - Calendar Years 2004-2006</i></b>	<b><i>NTP + 21 Calendar Days</i></b>
2.2.1.A	Electronic Files for Calendar Years 2004-2006	
2.2.1.B	Reassembled Original Hardcopy Material for Calendar Years 2004-2006	
<b>2.2.2</b>	<b><i>Phase II - Calendar Years 2001-2003</i></b>	<b><i>NTP + 42 Calendar Days</i></b>
2.2.2.A	Electronic Files for Calendar Years 2001-2003	
2.2.2.B	Reassembled Original Hardcopy Material for Calendar Years 2001 - 2003	
<b>2.2.3</b>	<b><i>Phase III - Calendar Years 1998 – 2000</i></b>	<b><i>NTP + 63 Calendar Days</i></b>
2.2.3.A	Electronic Files for Calendar Years 1998 - 2000	
2.2.3.B	Reassembled Original Hardcopy Material for Calendar Years 1998-2000	
<b>2.2.4</b>	<b><i>Phase IV - Calendar Years 1995 – 1997</i></b>	<b><i>NTP + 84 Calendar Days</i></b>
2.2.4.A	Electronic Files for Calendar Years 1995-1997	
2.2.4.B	Reassembled Original Hardcopy Material for Calendar Years 1995-1997	
<b>2.2.5</b>	<b><i>Phase V - Calendar Years 1992 – 1994</i></b>	<b><i>NTP + 105 Calendar Days</i></b>
2.2.5.A	Electronic Files for Calendar Years 1992-1994	
2.2.5.B	Reassembled Original Hardcopy for Calendar Years 1992-1994	
<b>2.2.6</b>	<b><i>Phase VI - Calendar Years 1989 – 1991</i></b>	<b><i>NTP + 126 Calendar Days</i></b>
2.2.6.A	Electronic Files for Calendar Years 1989-1991	

<b>ID</b>	<b>Deliverables</b>	<b>Expected Completion</b>
2.2.6.B	Reassembled Original Hardcopy for Calendar Years 1989-1991	
<b>2.2.7</b>	<b><i>Phase VII - Calendar Years 1988 and Prior</i></b>	<b><i>NTP + 147 Calendar Days</i></b>
2.2.7.A	Electronic Files for Calendar Years 1988 and Prior	
2.2.7.B	Reassembled Original Hardcopy for Calendar Years 1988 and Prior	

### **2.2.3 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

### **2.3 TO CONTRACTOR PROPOSED PERSONNEL EXPERTISE**

Personnel proposed by the TO Contractor shall demonstrate a level of expertise in the following areas:

- o Experience disassembling and preparing hardcopy documents for scanning, in comparable volume.
- o Experience and wherewithal to scan hardcopy documents and convert to PDF files, in comparable volume.
- o Experience safeguarding vital records, in their custody for scanning.
- o Experience performing necessary quality assurance processes.

### **2.4 TO CONTRACTOR MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

The TO Contractor shall describe three (3) previous engagements involving the management and/or performance of document scanning, of comparable size and scope to include:

- An explanation of how each experience demonstrates the ability to provide the services outlined in Section 2.2;
- The current disposition of each engagement; and
- The rate of errors of post-scanning errors that were detected (percentage of documents that required re-scanning) for each engagement.

## **2.5 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.1.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 8, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

### **2.5.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- F) The invoice shall identify the Maryland Department of Housing and Community Development as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- G) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 8, for each deliverable being invoiced) submitted for payment to the Maryland Department of Housing and Community Development at the following address:  
  

Robert Dean, TO Manager  
Maryland Department of Housing and Community Development  
100 Community Place  
Crownsville, MD 21032
- H) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.6 REPORTING**

The TO Contractor and the TO Requesting Agency shall conduct bi-weekly progress meetings. A bi-weekly project progress report shall be submitted three days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the bi-weekly period.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.

## **2.7 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Attachment 11 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

### **3.2 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE**

##### **A) Proposed Services – Work Plan**

- 1) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 5) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
- 6) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 7) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

##### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.

##### **C) Subcontractors**

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

##### **D) Master Contractor and Subcontractor Experience and Capabilities**

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:

##### **A) Name of organization.**

- B) Name, title, and telephone number of point-of-contact for the reference.
  - C) Type, and duration of contract(s) supporting the reference.
  - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) The State contracting entity,
  - b) A brief description of the services/goods provided,
  - c) The dollar value of the contract,
  - d) The term of the contract,
  - e) Whether the contract was terminated prior to the specified original contract termination date,
  - f) Whether any available renewal option was not exercised,
  - g) The State employee contact person (name, title, telephone number and e-mail address.

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP

E) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed; or
- 2) Propose how work will be performed on-site at DHCD, 100 Community Place, Crownsville, MD 21032, including a description of space, equipment, and furniture needs.

F) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based including, but not limited to, the TO Contractor's estimation of the total number of pages to be scanned for each deliverable listed in the financial proposal.
- B) Attachment 1 - Completed Financial Proposal, including a fixed price amount for each deliverable and the total fixed price for the Contract.

## **SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT**

### **4.1 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL CRITERIA**

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

1. Overall understanding of the work required.
2. Past performance in comparable engagements, as provided by references.

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, the Technical Proposal will have greater weight than the price proposal.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.



## ATTACHMENT 1 - PRICE PROPOSAL FORM

### PRICE PROPOSAL FOR CATS TORFP # S00P7200357 TO

Identification	Deliverable	Proposed Price
2.2.1	Phase I - Calendar Years 2004-2006	
2.2.2	Phase II - Calendar Years 2001-2003	
2.2.3	Phase III - Calendar Years 1998 – 2000	
2.2.4	Phase IV - Calendar Years 1995 – 1997	
2.2.5	Phase V - Calendar Years 1992 – 1994	
2.2.6	Phase VI - Calendar Years 1989 – 1991	
2.2.7	Phase VII - Calendar Years 1988 and Prior	
Total Proposed Fixed Price		

Small Business Reserve Program Certification	
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Authorized Individual Name

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Company Name

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Title

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Company Tax ID #

## **ATTACHMENT 2 – TASK ORDER AGREEMENT**

### **CATS TORFP# S00P7200357 OF MASTER CONTRACT #050R5800338**

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency, the Department of Housing and Community Development (DHCD).

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the DHCD, as identified in the CATS TORFP # S00P7200357.
  - b. “CATS TORFP” means the Task Order Request for Proposals # S00P7200357, dated 12/4/2006, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
  - d. “TO Procurement Officer” means Eleanor Kennedy. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between DHCD and TO Contractor.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means Robert Dean of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS TORFP
    - c. Exhibit B – TO Proposal-Technical
    - d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

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By: Type or Print TO Contractor POC

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Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, Department of Housing and Community Development

\_\_\_\_\_  
By: Eleanor Kennedy, TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

### **ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## **ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

## ATTACHMENT 4– LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

**TO Contractor's Contract Administrator:**

Signature	Date

**Proposed Individual:**

Signature	Date

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

# ATTACHMENT 5 – DIRECTIONS

## TO THE PRE-TO PROPOSAL CONFERENCE

### Directions to DHCD

100 Community Place  
Crownsville, MD 21032  
410-517-7000 or 1-800-756-0119

#### BALTIMORE BELTWAY (INTERSTATE 695)

Route 695 to exit 4, I-97 south toward Annapolis. Go 11 miles to exit 5, Route 178, to Crownsville. Travel 2 miles to the third traffic light at Crownsville Road (Crownsville Hospital is on your right). Turn right onto Crownsville Road and then **immediately** turn right again onto Fairfield Loop Road. Turn left at the **first** entryway (Community Place) and turn right at the top of the short (75') hill. Follow the road to DHCD.

#### COLUMBIA

Route 32 until it turns into I-97 south toward Annapolis. Take the first exit, exit 5, Route 178, to Crownsville. Travel 2 miles to the third traffic light. Turn right onto Crownsville Road and then **immediately** turn right onto Fairfield Loop Road. Turn left at the **first** entryway (Community Place) and turn right at the top of the short (75') hill. Follow the road to DHCD.

#### WASHINGTON BELTWAY (INTERSTATE 495)

Route 50 East toward Annapolis. Travel 18 miles to exit 23 (Route 450). At the bottom of the ramp turn right toward Crownsville. At the second traffic light (Bank of America will be on your right) continue straight onto Route 178, Generals Highway. Travel for 4.5 miles (pass Anne Arundel County Fairgrounds on left) to fourth traffic light (Crownsville Hospital is on your left) at Crownsville Road. Turn left onto Crownsville Road and then **immediately** turn right onto Fairfield Loop Road. Turn left at the **first** entryway (Community Place) and turn right at the top of the short (75') hill. Follow the road to DHCD.

#### ANNAPOLIS

Rowe Boulevard to left on Bestgate Road to traffic light at Route 178, General's Highway (Annapolis Mall is on your left). Turn right onto Route 178. Travel for 4.25 miles, passing the Anne Arundel County Fairgrounds on your left. The first traffic light past the Fairgrounds is Crownsville Road (Crownsville Hospital is on your left). Turn left onto Crownsville Road and then **immediately** turn right onto Fairfield Loop Road. Turn left at the **first** entryway (Community Place) and turn right at the top of the short (75') hill. Follow the road to DHCD.

#### SOUTHERN MARYLAND

Routes 4 or 5 to Route 301 North. Take 301 North to, Route 50 (10 miles from Route 4 and 28 miles from Route 5). Take Route 50 East. Take Route 50 East toward Annapolis 11 miles to exit 23 (Route 450). At the bottom of the ramp turn right toward Crownsville on Rt. 450. Continue straight (past the Bank of America and Annapolis Mall on your right) and the road changes to Route 178, Generals Highway. Travel for 4.5 miles, passing Anne Arundel County Fairgrounds on your left. The first traffic light past the Fairgrounds is Crownsville Road (Crownsville Hospital is on your left). Turn left onto Crownsville Road and then **immediately** turn right onto Fairfield Loop Road. Turn left at the **first** entryway (Community Place) and turn right at the top of the short (75') hill. Follow the road to DHCD.

#### THE EASTERN SHORE

Route 50 West across the Bay Bridge to exit 23B, Route 450 - Crownsville. At the traffic light at the bottom of the exit turn left onto Route 450/West Street. Follow the road as it curves to the right (past the Bank of America and Annapolis Mall on your right) and the road becomes Route 178, Generals Highway. Travel for 4.5 miles, passing the Anne Arundel County Fairgrounds on your left. The first traffic light past the Fairgrounds is Crownsville Road (Crownsville Hospital is on your left). Turn left onto Crownsville Road and then **immediately** turn right onto Fairfield Loop Road. Turn left at the **first** entryway (Community Place) and turn right at the top of the short (75') hill. Follow the road to DHCD.



## **ATTACHMENT 6 – SAMPLE NOTICE TO PROCEED**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement # S00P7200357

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

## ATTACHMENT 7 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Document Scanning for DHCD Multifamily Programs

TO Agreement Number: # S00P7200357

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Robert Dean

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

\_\_\_\_\_  
Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.1 OF THE TORFP.

## ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Housing and Community Development (DHCD)

TORFP Title: Document Scanning for DHCD Multifamily Programs

TO Manager: Robert Dean, Deputy Director, DHCD Information Technology

Email: [deanR@mdhousing.org](mailto:deanR@mdhousing.org)

Tele: 410-514-7445

### To:

The following deliverable, as required by TO Agreement # S00P7200357, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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TO Manager Signature

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Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.1 OF THE TORFP.

## ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP # S00P7200357 for Document Scanning for DHCD Multifamily Programs. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Eleanor Kennedy, TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the State of Maryland ("the State"), acting by and through its Department of Housing and Community Development (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Document Scanning for DHCD Multifamily Programs TORFP No. S00P7200357 dated December 4, 2006, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

**WHEREAS**, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding \_\_\_\_\_ (the “Confidential Information”).

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

**Department of Housing and Community Development:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## **EXHIBIT A**

### **TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address  
of Employee or Agent

Signature

Date

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